

## **INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT**

This Interconnection and Reciprocal Compensation Agreement by and between Bloomer Telephone Company ("Bloomer") with offices at 1120 15<sup>th</sup> Ave., Bloomer, Wisconsin 54724 and Eau Claire Cellular Telephone Limited Partnership d/b/a ALLTEL Communications, Inc. ("ALLTEL") with offices at One Allied Drive, Little Rock, AR. (each referred to as a "Party" and collectively as "Parties") will be deemed effective the 27th day of April, 2004 (the "Effective Date").

WHEREAS, Bloomer is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, ALLTEL is a CMRS provider operating within the State of Wisconsin;

WHEREAS, Bloomer and ALLTEL have agreed to exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for exchanging traffic as specified below;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bloomer and ALLTEL hereby agree as follows:

### **1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 "Access Tandem" or "Tandem" is a switching facility that is used to interconnect trunk circuits between and among EO switches and MSC's. The Access Tandem or Tandem may be operated by a Third party.

1.2 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.3 "Affiliate" is As Defined in the Act.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "As Described in the Act" means as described in or required by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "Central Office Switch" means an ILEC switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.7 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in Part 20 of the FCC's rules.

1.8 "Commission" means the Public Service Commission of Wisconsin.

1.9 "Effective Date" means the date first above written.

1.10 "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

- 1.11 "FCC" means the Federal Communications Commission.
- 1.12 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 1.13 "InterLATA Service" is As Defined in the Act.
- 1.14 "IntraLATA Toll Traffic" means all IntraLATA calls other than Telecommunications Traffic.
- 1.15 "Information Service Provider" or "ISP" is as defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158, including Internet providers.
- 1.16 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.17 "Local Calling Scope" for Bloomer is determined by the Public Service Commission of Wisconsin. The terms of this agreement do not affect the rates billed by either Party to their own customers nor do they have any effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.
- 1.18 "Telecommunications Traffic" for the purpose of reciprocal compensation means traffic that is originated by an end user on the network of one Party and terminated to an end user on the network of the other Party within the Major Trading Area (MTA) based on the location of the cell site or POI serving the wireless subscriber and the central office for the landline end user at the beginning of the call including mandatory local calling scope arrangements. A mandatory local calling scope arrangement, such as Extended Area Service (EAS) or Extended Community Calling (ECC), is an arrangement that provides end users a local calling scope beyond their basic exchange serving area.
- 1.19 "Local Exchange Carrier" or "LEC" is As Defined in the Act.
- 1.20 "Major Trading Area" or "MTA" means a geographic area established by Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.
- 1.21 "Mobile Switching Center" or "MSC" means the switching center used by a CMRS carrier in performing routing functions for originating or terminating functions for calls to or from end user customers of the CMRS carrier. It is the functional equivalent of a tandem switch and End Office switch.
- 1.22 "Non-Local Traffic" means all traffic which is (a) not Telecommunications Traffic, as defined in Section 1.18 hereof, and (b) will not be subject to Reciprocal Compensation, but instead, be billed pursuant to the appropriate Party's relevant access tariff.
- 1.23 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).
- 1.24 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).
- 1.25 "Party" means either ALLTEL or Bloomer, and "Parties" means Bloomer and ALLTEL.
- 1.26 "POI" or Point of Interconnection means that technically feasible point in the network where the physical linking of two networks occurs for the mutual exchange of traffic.

1.27 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives the same compensation from the other carrier for the transport and termination on each carrier's network of Telecommunications Traffic that originates on the network facilities of the other carrier. Reciprocal Compensation, regardless of which Party receives it, is based on the charges in accordance with Section 6 and at the rate identified in Attachment I.

1.28 "Telecommunications" is As Defined in the Act.

1.29 "Telecommunications Carrier" is As Defined in the Act.

1.30 "Termination" means the switching of Telecommunications Traffic at the terminating Party's End Office Switch, equivalent facility, MSC or MTSO and delivery of such traffic to the called party's premises.

1.31 "Transport" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the POI between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

## **2.0 RURAL TELEPHONE COMPANY**

Bloomer asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Bloomer further asserts that, pursuant to Section 251(f)(1) of the Act, Bloomer is exempt from Section 251(c) of the Act. Notwithstanding such exemption, Bloomer has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with ALLTEL. Bloomer's execution of this Agreement does not in any way constitute a waiver or limitation of Bloomer's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, Bloomer expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by ALLTEL or any other carrier.

## **3.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## **4.0 SCOPE OF AGREEMENT**

This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of ALLTEL and the LEC network of Bloomer for purposes of exchanging of traffic, provided that the service provided by ALLTEL to its customer is a two-way Mobile Service as defined in 47 U.S.C. §153(27).

ALLTEL represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 12. ALLTEL's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 2303 in the state of WI.

This Agreement is limited to Bloomer end user customers' traffic for which Bloomer has tariff authority to carry. ILEC's NPA/NXX(s) are listed in the LERG under OCN [OCN], in the state of WI.

The Parties agree that the exchange of traffic on Bloomer's extended area calling service (EAS) routes shall be considered Local Service Area Traffic subject to the concurrence of the EAS connecting company. An NXX assigned to ALLTEL shall be included in any EAS optional calling scope, or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within Bloomer exchange's Local Calling Area, as described in Bloomer's then current General Subscriber Service Tariff.

## **5.0 SERVICE AGREEMENT**

5.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Bloomer and ALLTEL:

5.1.1 ALLTEL wishes to establish a direct facilities connection with Bloomer for the exchange of Telecommunications Traffic originating from Bloomer's network and for ALLTEL's originating Telecommunications Traffic and Non-Local Traffic terminating to Bloomer's network. Telecommunications Traffic originating on the network of Bloomer to be terminated to ALLTEL's network will be routed in accordance with the Local Exchange Routing Guide (LERG) instructions for ALLTEL's applicable NPA/NXX's. Both Parties will be responsible for the measurement and recording of traffic for billing purposes.

5.1.2 ALLTEL will arrange for, maintain, and pay any necessary third party charges for facilities between the POI and ALLTEL's MSC. Bloomer shall maintain facilities between the POI and its End Office Switch. ALLTEL shall compensate Bloomer for use of such facilities based on Bloomer's applicable tariff rate for such facilities multiplied by 75% or by a percentage based upon actual measured usage.

5.1.3 Nothing in this Agreement shall prohibit ALLTEL from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the ALLTEL brand name and license. Traffic originating on such extended networks shall be treated as ALLTEL traffic under the terms and conditions of this Agreement.

5.1.4 For any traffic routed indirectly through a Third party provider the originating Party shall pay any tandem transit and transport charges that may be assessed by a tandem operator to deliver Telecommunications and/or Non-Local Traffic to the other Party.

5.1.5 If Bloomer performs a transit switching function for terminating traffic from ALLTEL's NXX to the third party carrier at an EAS rate center, a Transit Switching charge will apply as seen in Attachment I.

## **6.0 RECIPROCAL COMPENSATION**

6.1 Bloomer shall compensate ALLTEL for the Transport and Termination of Land-to-Mobile Telecommunications Traffic originated on Bloomer's network and terminated on ALLTEL's network. ALLTEL shall compensate Bloomer for the Transport and Termination of Mobile-to-Land Telecommunications Traffic originated on ALLTEL's network and terminated on Bloomer's network. The rate of Reciprocal Compensation is set forth in Attachment I. Compensation for the transport and termination of any Non-Local Traffic, shall be pursuant to 6.2 below. In the event the traffic terminated on

the Parties' respective networks is de minimus such that the total minutes for which either Party is entitled to compensation is less than 3,000 minutes of use for a one month period, the Parties agree that said month's minutes of use shall carry over to the following month, and again as many times as may be required, until the 3,000 minutes of use threshold has been achieved by either Party. Upon reaching the 3,000 minutes of use threshold, both parties shall prepare and submit to the other a billing statement that will separately reflect the calculation of Reciprocal Compensation.

6.2 ALLTEL shall pay terminating compensation to Bloomer for all Non-Local Traffic originated on ALLTEL's network and delivered to Bloomer for termination to Bloomer's customers. ALLTEL will compensate Bloomer at Bloomer's applicable access tariff rates.

## **7.0 NOTICE OF CHANGES**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. If such a change causes the other Party to incur any material expense to maintain interoperability, the Parties agree to negotiate in good faith to promptly establish the terms and conditions for such a change of which terms and conditions shall be consistent with the requirements of the Act, prior to making such a change.

## **8.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

8.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and in accordance with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers.

8.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

8.3 Each Party is responsible for administering NXX codes assigned to it.

8.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

8.5 Each Party shall use the LERG published by Telcordia Technologies, Inc. ("Telcordia") or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

8.6 Each Party, where feasible, will deliver its traffic to the other Party's network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

8.7 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network.

8.8 Bloomer shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to ALLTEL. ALLTEL shall do the same with respect to its MSC for recognizing and routing traffic to Bloomer's NXX codes. Except as

mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

## **9.0 EFFECTIVE DATE, TERM, AND TERMINATION**

9.1 Subject to the provisions of Section 16, the initial term ("Initial Term") of this Agreement shall be for one (1) year which shall commence on the 27th day of April, 2004 (the Effective Date). The Agreement shall automatically renew on a month to month basis unless terminated as provided for below. The Agreement may be terminated by either Party after the initial term by providing ninety (90) days written notice of termination to the other Party. In the event such notice of termination is provided, and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.

9.2 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply with its obligations set forth in this Agreement;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and
- (c) each Party's indemnification, confidentiality and dispute resolution obligations shall survive termination or expiration of this Agreement.

9.3 This Agreement may be terminated by written notice thereof given by one Party to the other if any one of the following occurs:

- (a) Failure of the other Party to meet any material covenant, agreement, or obligation provided for in this Agreement if it has not cured or commenced to cure any such default within thirty (30) days after written notice thereof by the non-defaulting Party; or
- (b) The other Party becomes insolvent or is adjudicated as bankrupt, or its business comes into possession or control of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement shall be deemed an asset to creditors.

## **10.0 PAYMENTS AND BILLING**

10.1 Calculation of Payments. The Parties agree that payments due under this Agreement shall be calculated as follows:

10.1.1 ALLTEL will compensate Bloomer for Telecommunications Traffic and Non-Local Traffic originated by ALLTEL's customers for delivery and termination to Bloomer's customers, as described in Section 6. The rate identified in Attachment I will apply to the Telecommunications Traffic only. Bloomer's applicable access tariff rates will apply for all Non-Local Traffic. Bloomer will compensate ALLTEL only for Telecommunications Traffic originated by Bloomer's customers and delivered to ALLTEL for termination to its customers, as defined in Section 6 and at the rate identified in Attachment I.

10.1.2 Parties will compensate each other for Traffic delivered to each other for termination on their respective networks based on verifiable records of actual usage or records/reports provided by the transiting carrier may be the basis for billing. For terminating local calls based on verifiable records of actual usage, usage begins when the terminating recording switch (i.e., the MSC or LEC tandem) received answer supervision from the terminating end user. The measurement of terminating call usage ends when the MSC or LEC tandem receives or sends a release message, whichever occurs first. In the event that such

verifiable records are not available, the traffic factors and surrogate billing factor in Attachment I shall be applied to the transiting carrier's billing records to determine compensation.

## **10.2 Billing.**

10.2.1 Unless the Traffic is de minimus as defined in section 6.1, the Parties will render bills monthly. Non-recurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges for facilities will be billed in advance; and network usage will be billed in arrears. No bills shall include charges for usage for more than 180 days prior to the issue date of the bill, unless the Traffic is de minimus as defined in section 6.1. All bills will be due when rendered and will be considered past due thirty (30) days after the bill date for all undisputed amounts.

10.2.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

10.2.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount, provide written notice, including, but not limited to the following information: billing account number, bill date, Disputed Amount, reason for dispute, circuit id (if related to circuit billing) and exchanges (if related to usage billing), to the Billing Party of the amounts it disputes ("Disputed Amounts"). Failure to provide the details as listed above will result in the denial of the dispute. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

10.2.2.2 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law provided that the Non-Paying Party shall not pay interest on any amounts that it successfully disputes.

10.3 Upon thirty (30) days written notice and at a mutually agreed upon time during normal business hours each Party shall have the right to inspect the records which are the basis for any monthly bill for the preceding 12 months issued by the other Party and to request copies thereof. The auditing Party shall bear its own cost and expense. The number of requests made under this Section by either Party shall not be more than once per twelve (12) month period.

## **11.0 CANCELLATION CHARGES**

Except as defined in Section 9.2 above, no cancellation charges shall apply.

## **12.0 NON-SEVERABILITY**

12.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

12.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

## **13.0 INDEMNIFICATION**

13.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

13.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") of such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of the subcontractor performing duties under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

13.1.2 Any loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims") for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party's own communications.

13.2 Indemnification Procedures. Whenever a Claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until the Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. An Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel at its own cost for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to reasonably cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be made available to the other Party with respect to any such defense.

#### **14.0 LIMITATION OF LIABILITY**

14.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) that are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.



14.2 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages. Except to the extent of a Party's willful misconduct or gross negligence, in no event will either Party's liability to the other be greater than six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

14.3 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event."

14.3.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party will provide all service to the other Party in parity to its own customers. The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

## **15.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES**

15.1 Except as expressly provided under this Agreement, neither Party makes or receives any representations or warranties, express or implied, with respect to the services, functions and products it provides under this Agreement and the Parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose. Additionally, neither Party assumes any responsibility with regard to the correctness of data or information supplied by the other Party when this data or information is accessed and used by a Third party.

## **16.0 REGULATORY APPROVAL**

16.1 Commission Approval. The Parties understand and agree that this Agreement will be filed by Bloomer with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected

portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

**16.2 Regulatory Changes.** If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If the Parties are unable to successfully renegotiate such new provisions, either Party may petition for arbitration of those provisions pursuant to § 252 of the Act.

**16.3 Amendment or Other Changes to the Act: Reservation of Rights.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, and "Amendment to the Act"), either Party may by providing written notice to the other Party request that the affected provisions be renegotiated and amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any pricing, rates or charges of the services provided under this Agreement, the Parties agree to mutually negotiate such prices, rates or charges for the service. Such amendment shall be retroactively effective, if and only if required by the Commission or other agency or court with jurisdiction over this Agreement, and each party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to § 252 of the Act. Except as otherwise provided for in this section (16.3) and Section 18.0, neither party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

## **17.0 MOST FAVORED NATION PROVISION**

In accordance with Section 252(i) of the Act, ALLTEL shall be entitled to obtain from Bloomer any Interconnection/Compensation arrangement provided by Bloomer to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

## **18.0 DISPUTE ESCALATION AND RESOLUTION**

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 18.0. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant

information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within ninety (90) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their payment obligations in accordance with this Agreement.

## **19.0 MISCELLANEOUS**

### **19.1 Authorization.**

19.1.1 Bloomer is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

19.1.2 ALLTEL is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

19.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

19.3 Independent Contractors. Neither this Agreement, nor any actions taken by ALLTEL or Bloomer, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between ALLTEL and Bloomer, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by ALLTEL or Bloomer in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between ALLTEL and Bloomer end users or others.

### **19.4 Confidentiality.**

19.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs, and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 19.4.2 of this Agreement.

19.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

19.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

19.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

19.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide said resale tax exemption certificate beyond forty-five (45) days from the receipt of the monthly invoice will result in no exemption being available to the purchasing Party.

19.7 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

19.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

19.9 Notices. Except as may be otherwise specifically provided, all notices and communications shall be in writing and delivered by: (a) United States Postal Service certified or registered mail, return receipt requested, postage prepaid; (b) facsimile transmission with a copy mailed by first class mail or its equivalent deposited in the United States Postal Service, postage prepaid; (c) overnight courier service; or (d) personal delivery; and shall be directed to the persons at the applicable addresses set forth below, or to such other person or place as the Parties may direct. Notice shall be deemed received on the date of facsimile transmission confirmation, or the date of delivery, whichever applies, to the following addresses of the Parties:

Contract Notices:

To:  
Bloomer Telephone Company  
Attn: Jim Smart, Mgr.  
1120 15<sup>th</sup> Ave.  
Bloomer, WI 54724  
Fax: 715 568-4850

To:  
ALLTEL Communications, Inc.  
One Allied Drive  
Mailstop: 1269-B5F04-D  
Little Rock, AR 72202  
Attn: Director CMRS Interconnection Services

With a Copy to:  
ALLTEL Communications, Inc.  
One Allied Drive  
Mailstop: 1269-B1F06-B  
Little Rock, AR 72202

Billing Notices:

To:  
Bloomer Telephone Company  
Attn: Jim Smart, Mgr.  
1120 15<sup>th</sup> Ave.  
Bloomer, WI 54724  
Fax: 715 568-4850

To:  
ALLTEL Communications, Inc.  
c/o BroadMargin  
3655 North Point Pkwy  
Suite 200  
Alpharetta, GA 30005  
Attn: Steve Deluca

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

19.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

19.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed

to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

19.13 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

19.14 Technology Upgrades. Nothing in this Agreement shall limit ALLTEL's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. ALLTEL shall provide Bloomer written notice at least ninety (90) days prior to the incorporation of any such upgrade in ALLTEL's network which will materially impact Bloomer's service or such other period as presented by applicable FCC or Commission rule. ALLTEL shall be solely responsible for the cost and effort of accommodating such changes in its own network, and Bloomer's network.

19.15 Scope of Agreement. This Agreement is intended to describe and enable specific reciprocal compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

19.16 Entire Agreement. The terms contained in this Agreement and its Attachments and the other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This agreement may only be modified in writing signed by an officer of each party.

19.17 Trouble Reporting. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Bloomer Telephone Company

ALLTEL Communications, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Reciprocal Rates and Charges for  
Transportation and Termination of Traffic**

Transport and Termination of All Telecommunications Traffic:

Rate applied per Minute of Use:           \$0.02

This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between Bloomer and ALLTEL and applies to all Telecommunications Traffic MOUs exchanged between the Parties.

Transit Switching

Rate applied per ALLTEL Originated Minute of Use:           \$.005

Surrogate Billing Factor:

In the event that verifiable records of actual usage originated and terminated on their respective networks are not available, the following percentage local usage factor shall apply to account for incidental Non-Local traffic:

98%

Traffic Factor:

In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on Bloomer's network, the charge to Bloomer for Telecommunications Traffic shall be based upon the following factors:

Land-to-Mobile	.25
Mobile-to-Land	.75

The surrogate billing and traffic factors will be applied to SBC/Century billing records (transit report) as follows:

$[(\text{ALLTEL Originating Traffic Terminating to Bloomer}) \times .98] \div .75 = \text{Total 2-Way Traffic}$

$(\text{Total 2-Way Traffic}) \times .25 = \text{Bloomer Originating Traffic Terminating to ALLTEL}$